



REQUEST FOR PROPOSAL

CONSULTING SERVICES TO DESIGN PUMPS AND PRESSURE REDUCING VALVES AT MARTIN, CONRAD AND ROSSANLEY CONTROL STATIONS

CIP 63-09 (336)

Proposal Closing:

DATE: Tuesday, September 22, 2009

TIME: 3:00 p.m., Local Time

PLACE: Medford Water Commission Office

Medford Water Commission
200 South Ivy Street – Room 177
Medford, Oregon 97501
Telephone: 541-774-2440 ♦ Fax: 541-774-2555

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REQUEST FOR PROPOSAL

Notice is hereby given that the Medford Water Commission, by and through its Board of Water Commissioners, will receive sealed proposals until 3:00 p.m., Local Time, Tuesday, September 22, 2009, at the Medford Water Commission office, 200 S. Ivy St. – Room 177, Medford, Oregon 97501, for the following services:

CONSULTING SERVICES TO DESIGN PUMPS AND PRESSURE REDUCING VALVES AT MARTIN, CONRAD AND ROSSANLEY CONTROL STATIONS CIP 63-09 (336)

Proposals received after the time established for receiving proposals will not be considered. Facsimile (FAX) proposals are not acceptable. Each proposal must contain a Signed Proposal Submission Form.

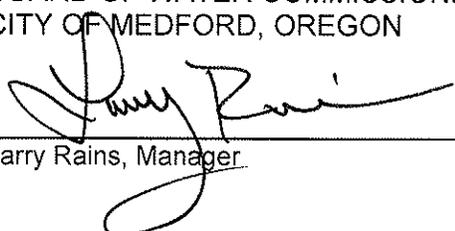
A set of such Request for Proposal documents may be obtained from the Commission's office, 200 S. Ivy St., RM 177, Medford, OR 97501, by calling (541) 774-2440, or from the Web site: www.medfordwater.org.

A voluntary pre-proposal conference and site tour for all firms interested in submitting a proposal will be held at 1:00 p.m., Tuesday, August 11, 2009, at the Commission's office, 200 S. Ivy St., RM 177, Medford, Oregon to provide additional information and to answer questions about the required services, Commission expectations, and the evaluation process. Statements made by the Commission's representatives at the meeting are not binding upon the Commission unless confirmed by Written Addendum.

Sealed proposals are to be sent to Medford Water Commission, Attention: Eric C. Johnson, P.E., 200 S. Ivy St. – RM 177, Medford, OR 97501. The Commission may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding of the Commission that it is in the public interest to do so. The Commission also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

Dated this 21st day of July 2009.

BOARD OF WATER COMMISSIONERS
CITY OF MEDFORD, OREGON



Larry Rains, Manager

SCHEDULE

Advertise RFP.....	Sun., July 26 & Mon., July 27, 2009
Pre-Proposal Meeting	Tuesday, Aug. 11, 2009 – 1:00pm
Deadline - Last Date to Protest Specification (in writing).....	Tuesday, Sept. 8, 2009
Deadline - MWC's Response to Specs Protest	Friday, Sept. 11, 2009
RFP Due Date/Time.....	Tuesday, Sept. 22, 2009 – 3:00pm
Notice of Intent to Award.....	Wednesday, Oct. 21, 2009
Deadline - Last Date to Protest Award (in writing).....	Wednesday, Oct. 28, 2009
Deadline – MWC's Response to Award Protest	Friday, Oct. 30, 2009
Award Contract	Wednesday, Nov. 4, 2009 Board Meeting
Work to Commence	Monday, Nov. 16, 2009
Contract Deliverables, Final Design and Specifications due	Thursday, Jan. 28, 2010

GENERAL INFORMATION/INSTRUCTIONS

INVITATION

You are invited to submit a proposal to perform consulting services to design upgrade pumps and pressure reducing valves at Martin, Conrad and Rossanley Control Stations.

BACKGROUND

The *Water Distribution System Facility Plan* (Plan) for Medford Water Commission (MWC) was completed in July 2007 by CH2M Hill. The contractor evaluated the capacity of the existing water infrastructure and set forth recommended improvements. The improvement proposed at the control stations was to increase the pumping capacity and to increase the pressure reducing valve (PRV) capacity.

The control stations Martin, Conrad and Rossanley allow water from the gravity system to flow to the low level system during the forward flow mode via the PRVs. The control stations pump water from the low level system to the gravity system during the reverse flow mode. The pumps in the control stations are manually controlled from the Duff Water Treatment Plant.

The Plan identified a need to increase the capacity of the control stations for both forward and reverse mode operation. The existing control stations PRV capacity is 10,700 gpm. The proposed PRV capacity is 17,200 gpm. The PRVs capacity requires an increase of 7,200 gpm. The pump capacity increases for the control station are as follows: Martin Control Station, add 3500 gpm pump capacity; Conrad Control Station, add 5200 gpm pump capacity; Rossanley Control Station, add 4000 gpm pump capacity. The Plan only addressed the water demand issues and not what is needed to physically/mechanically expand the control station to accommodate more and larger pumps, pipes and PRVs.

The existing water system has been hydraulically modeled in MWH Soft InfoWater format for both a static and extended period simulation. An EPANET version can be provided for analysis.

The proposed control station upgrades will achieve the capacity needed to meet the 2026 demands as stated in the Plan.

SCOPE OF WORK

The consulting services for design of new Pumps and Pressure Reducing Valves will be divided into four phases. Phase I will encompass the preliminary investigation and pre-design. Phase II will incorporate the complete design for the new facilities and modifications to existing facilities, permit applications, and will include delivery of 100 percent plans, engineer's cost estimate, and detailed specifications. Phase III will be the construction bid process, beginning after the final 100 percent submittal of bid documents and ending with the opening of bids. Phase IV will be consulting services on a requested basis during the construction period and will begin at the pre-construction meeting for the project. The consultant shall generate a not-to-exceed cost estimate associated with each phase. Each phase will be given separate approval by MWC to proceed and will be paid under each phase not to exceed cost estimate. This is not a conglomerate lump sum contract. The consultant fees are separate and inclusive for each phase. The following are minimum specifications.

Phase I: Pumps and Pressure Reducing Valves Pre-Design

The design consultant shall prepare a pre-design report to clearly establish the viability of the Pressure Reducing Valves and Pumps through addressing various issues. The following is a list of items to be addressed but is not limited to the following:

- A.** Evaluation of existing and proposed pump sizes (power/current, flows, pressures, VFDs, operability etc.), pump motors, energy and pump efficiencies, pump impellers and configuration for pumps each station and all three stations operating in concert with each other station.
- B.** Evaluation of existing and proposed PRVs sizes and configuration (flows, pressures, operability, etc.)
- C.** Evaluation of existing and proposed pipe sizes and configuration for both on-site and off-site.
- D.** Evaluation of existing and proposed electrical requirements and equipment.
- E.** Evaluation of existing and proposed equipment compatibility with existing structures and systems.
- F.** Hydraulic analysis of pumps, PRVs and pipes. Field testing of existing pumps and PRVs. Perform a 'Pump System Basic Assessment' similar to Pump System Matter document list at 'www.PumpSystemMatter.org'.
- G.** Hydraulic modeling of pumps, PRVs and pipes.
- H.** Maintenance.
- I.** Uniformity within the existing system.
- J.** Long term reliability and operability flexibility.
- K.** SCADA requirements.
- L.** Recommendation for site improvements.

The consultant shall coordinate a pre-application conference with appropriate permitting agencies to ensure a complete understanding of the application requirements, review procedures, and time requirements. Permit requirements relating to construction activities shall be incorporated into the design and bid documents. The consultant shall work closely with MWC staff on all aspects of the pre-design and investigation throughout the phase.

Based on the outcomes of Phase I, MWC will determine whether to proceed with or terminate subsequent phases of the project.

Phase II: Design Services

The consultant will provide a complete design for the new Pumps and Pressure Reducing Valves capacity increases including existing removals and any required upgrades to any other systems (i.e., all, interior and exterior additions and modification to existing pumps, PRVs, piping, building, electrical, mechanical, structural, etc.).

The consultant shall prepare plans, specification, estimate of construction cost, develop pre-qualification criteria and prequalification form.

The prequalification form and the project specifications shall be packaged together for Volume II of the contract documents. The plans shall be packaged together for Volume III of the contract documents.

Plan reviews will be submitted to MWC staff for review at the 50 percent and 90 percent stages of the design process. Adequate time of three (3) weeks will be given at each stage for review and general conformance approval by the Commission. Bid specifications and related documents will be prepared by the consultant but the final complete documents will be put together by MWC staff and in the general standard form of MWC. Five (5) working copies of the plans, specifications and related documents will be submitted at each stage.

The final submittal of 100 percent complete plans and specifications are to be as follows:

Final Output Submittal: Specifications & Plans

- A. (1) Full, unbound, single sided hard copy specification set sized to 8½" x 11", with the standard MWC cover identifying the CIP number, and identifying it as "Volume II."
- B. Electronic specification files in Microsoft Word format, and Adobe Acrobat (PDF).
- C. (1) Full size set (24" x 36") signed Mylar originals clearly identified on the cover page as "Volume III."
- D. (1) Full size set scanned imaged in Adobe Acrobat (PDF).
- E. Electronic files in Autodesk AutoCAD DWG and DWF format.
- F. AutoCAD drawing files shall be exported out of AutoCAD using eTransmit function so that any special or custom font files, pen setting files, xrefs, etc. are included.

All electronic files shall be copied to two (2) CDs (or DVDs if necessary), and the different file types (i.e., *.dwg, *.dwf, *.pdf, *.doc) shall be organized into named folders (i.e., DWGs, DWFs, PDFs, DOCs).

Construction Cost Estimate

- (1) Full sized to 8½" x 11"
- (1) Electronic files in Microsoft Excel format; two copies on two (2) CDs

The design consultant will provide all data and facilitate obtaining all necessary approvals and permits from local, state and federal agencies.

The design work under this phase will be completed by January 28, 2010.

Phase III: Bid Services

The consultant shall attend a pre-bid meeting on the construction project. The meeting will be held at the MWC office, 200 South Ivy Street – Room 177, Medford, Oregon.

The consultant will accept, review, and approve/disapprove all bidders' pre-qualification applications. The consultant will prepare all needed addenda for distribution by MWC.

Phase IV: Construction Services

The consultant will provide the following construction support services as a minimum:

- Host a pre-construction meeting to be held at the MWC office, 200 South Ivy Street – Room 177, Medford, Oregon
- Provide for review of 60 construction related submittals.
- Provide for review of 20 construction related RFIs.
- Provide for 10 construction related meetings and/or inspections on-site.
- Review all change orders with regard to feasibility, responsibility, and economics as requested by the Commission. The Commission will make all final decisions on change orders.

The consultant will be available for MWC-requested on-site reviews and inspections throughout the project.

PROPOSAL INSTRUCTIONS

The proposal submittals must include, at a minimum, the following required information:

1. **PROCESS AND METHODOLOGY:** A discussion of approach to the project.
2. **SCOPE OF WORK:** A recap, but further detailed description of the scope of work to be performed by the consultant on all phases of the project. The scope should include meeting with the Commission at appropriate times to review aspects of the design, specifications, and permitting issues.
3. **PROJECT SCHEDULE:** A detailed schedule of all phases of the project.
4. **QUALIFICATIONS & EXPERIENCE:** A history and structure of the firm; a listing of the project manager and all key personnel to be utilized on the project, including their educational background, certifications, work history, percentage time commitments for this project, areas of responsibility, and a statement of their particular expertise and experience related to all phases of this type of project.
5. **STAFFING PLAN:** Indicate the total number of projects that will be managed by the designated project manager during the period consultant is managing this project.
 - 5.1 Attach an organizational chart of the office that will be providing the services to the Commission.
6. **REFERENCES:** A minimum of three (3) references for control station work with pump selection and PRV evaluation and selection completed by the project team within the last years (3) years. List should include names, addresses, telephone numbers, FAX numbers and e-mail addresses. The Commission reserves the right to investigate the references and past performance of any proposer with respect to successful performance of similar projects, compliance with specifications and contractual obligations, and completion of a project on schedule.
7. **SUB-CONSULTANTS:** Provide a list and description of tasks, qualifications, and responsibilities of any sub-consultant that may be hired.

8. PROPOSAL SUBMISSION FORM: Signed by an individual authorized to bind your firm.
9. COST ESTIMATE: In a separate sealed envelope, provide a “not-to-exceed” cost estimate for each of Phases I through III adequate to cover the scope of the project. Phase IV can be an estimate based on hourly chargeout rates without a “not-to-exceed” cost. The cost estimates should be broken down by task and include a list of charge out rates related to names of key personnel to be used by the firm during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposal. All costs must be identified. This process is not considered a bid, nor will cost alone decide who is selected. Please note that MWC relies heavily on the not to exceed amount and is reluctant to grant further increases unless substantial reasons are made for overage.

Proposal Modification: Modifications or erasures made before signing by the authorized representative must be initialed in ink. Once submitted, proposals may be modified in writing before the time and date set for proposal closing. Any modifications shall be prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior proposal. Modification must be submitted in a sealed envelope clearly marked “Proposal Modification”, and identifying the proposal title and closing date and time. Proposer may not modify proposal after proposal closing time.

Proposal Withdrawal: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Commission Manager prior to proposal closing time. Proposals may also be withdrawn in person before proposal closing time upon presentation of appropriate identification.

Protest of Proposal Specifications: A proposer who believes the proposal scope of work or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Manager. To be considered, protests must be received at least five (5) days before the proposal closing date. Envelopes containing protests should be marked as follows:

Proposal Specification Protest
Proposal Title
Closing Date and Time

Protest of Award: The award by the Board of Water Commissioners shall constitute a final decision of the Commission to award the contract if no written protest of the award is filed with the Commission within fourteen (14) calendar days of the Notice of Intent to Award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected proposer with a right to submit a written protest, a proposer must be next in line for award. The Commission will not entertain a protest submitted after the time period established in this rule.

PROPRIETARY INFORMATION

The opened proposals shall be available for public inspection (ORS 192.420 to 192.505) except to the extent the proposer designates trade secrets or other proprietary data to be confidential. (ORS 192.501 (2))

TIME AND PLACE FOR RECEIVING PROPOSALS

Proposers shall submit sealed proposals containing: one (1) clearly marked "ORIGINAL" and three (3) copies of the proposal to Medford Water Commission, ATTN: Eric C. Johnson P.E., Principal Engineer, 200 S. Ivy St., Room 177, Medford, Oregon 97501 by:

3:00 p.m. - Local Time – Tuesday, September 22, 2009

Only one sealed envelope containing the separate cost estimates for each phase need be submitted with all four proposals. Proposals received after the deadline will not be considered. Facsimile (FAX) proposals are not acceptable. Proposer may be present; however, award decisions will not be made at the opening.

PLEASE NOTE

In order to ensure consideration, proper identification and handling, the Proposal must be enclosed in a sealed envelope clearly marked:

**RFP - CONSULTING SERVICES
TO DESIGN PUMPS AND PRESSURE REDUCING VALVES
AT MARTIN, CONRAD AND ROSSANLEY CONTROL STATIONS**

The Commission will not be responsible for identifying and handling any proposal that is not submitted in an envelope labeled this way. Failure to so label the *exterior* of your envelope, whether shipped by the U.S. Postal Service or by an express carrier such as FedEx®, may result in disqualification of your proposal.

EVALUATION PROCESS

An Evaluation Committee so designated by the Commission Manager will evaluate the proposals submitted. Based on this review, up to three (3) proposers may be selected for personal interviews, in Medford, with the Committee. An award recommendation by the Committee will be based on merit, relying on the information in the proposal. Evaluation criteria shall include: prior experience performing similar work, qualifications, process and methodology, references, cost, ability to meet deadlines and budget, and the quality of the written and oral communications.

Information contained in the cost envelope will be secondary and will be opened after the proposals have been reviewed by the Evaluation Committee. How the Committee uses that information is at their discretion. The Evaluation Committee will recommend the highest rated proposer to the Manager.

The Commission reserves the right to solicit additional information from applicants should the Commission deem such information necessary during the evaluation process.

AWARD

The Board of Water Commissioners will consider award of the project based on the Manager's recommendation and will authorize the Manager to execute a contract. The contract will be awarded to the proposer who, in the opinion of the Board of Water Commissioners, offers the best combination of price and performance, and meets all required specifications. The Commission may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any and all proposals upon a finding of the Commission that it is in the public interest to do so. The Commission also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth herein.

CONTRACT

A sample consulting services contract is attached as Exhibit A; conditions and terms may be modified at the time of contract negotiations.

CONTACT PERSON

For additional information regarding this proposal, please direct questions to Eric C. Johnson P.E., Principal Engineer, at (541) 774-2452 or write to the address on the front cover. Please do not attempt to contact any other member of the Evaluation Committee. Such contact may disqualify your submittal.

PROPOSAL SUBMISSION FORM

I, the undersigned, having read and with full understanding of all Proposal specifications, terms and conditions, do submit the following Proposal to provide the Medford Water Commission with Consulting Services to Design Pumps and Pressure Reducing Valves at Martin, Conrad, and Rossanley Control Stations, and certify that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and without collusion or fraud.

Proposer's Printed Name: _____

Proposer's Signature: _____

Company Name: _____

Address: _____

Telephone Number: _____

FAX Number: _____

E-mail Address: _____

RESIDENT BIDDER CERTIFICATE

Pursuant to Compliance with Oregon Revised Statutes:

"Resident Bidder" Certification:

Yes, I certify that I am a "resident bidder."

(ORS 279A.120(b): "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder is a "resident bidder" under this paragraph)

No, I am not a "resident bidder."

("Nonresident bidder" means a bidder who is not a resident bidder)

I am domiciled in the State of _____
Indicate State

SAMPLE
CONSULTING SERVICES CONTRACT
TO DESIGN PUMPS AND PRESSURE REDUCING VALVES AT
MARTIN, CONRAD AND ROSSANLEY CONTROL STATIONS
CIP 64-09 (323)

THIS AGREEMENT, made in duplicate this ____ day of _____, 2009, by and between _____, (hereinafter referred to as "CONSULTANT"), and Medford Water Commission, a chartered municipal water utility of the City of Medford, Oregon, and governed by and through its Board of Water Commissioners, (hereinafter referred to as "CLIENT").

WITNESSETH:

WHEREAS, the CLIENT desires to engage the CONSULTANT to render certain technical and/or professional services hereinafter described in connection with _____, and;

WHEREAS, the CONSULTANT is qualified and agreeable to render the aforesaid technical and/or professional services;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto do mutually agree as follows:

Article 1. Engagement of Consultant

The CLIENT hereby agrees to engage the CONSULTANT to perform the technical and/or professional services as hereinafter set forth. CONSULTANT is not an employee of the CLIENT.

Article 2. Scope of Services

The CONSULTANT shall perform the services set forth in Exhibit A, entitled Proposal, a copy of which is filed in CLIENT's office, by reference incorporated herein and made a part hereof. CONSULTANT is employed to render a professional service only, and any payments made to the CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work. Except as otherwise agreed by the parties, CONSULTANT shall follow the usual and customary practice of the CONSULTING profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Article 3. Data to be Furnished

All information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Exhibit A hereof shall be made available to the CONSULTANT without charge by the CLIENT, and the CLIENT shall cooperate in the carrying out of the work without undue delay.

Article 4. Personnel

- A. The CONSULTANT represents that it employs, or will employ at its own expense, all personnel required in performing the services under this Agreement.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. CONSULTANT shall be responsible to ensure that it and any sub-consultants comply with all applicable Federal, State and local laws regarding employee wages, hours, benefits, health care, and workers compensation, and shall ensure that all expenses and claims related thereto are paid promptly. The provisions of ORS 279C.505 to 279C.520 and 279C.530 are attached hereto as Exhibit ___ and incorporated herein by reference.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.

Article 5. Time of Performance

The services of the CONSULTANT are to commence within _____ after the date of this Agreement. The work shall be completed in accordance with the schedule developed by the parties hereto and contained in the schedule of performance and all work covered by this Agreement shall be completed within _____ from the date of this Agreement.

Article 6. Compensation

The CLIENT shall compensate the CONSULTANT in accordance with the Schedule of Charges and Payment Schedule set forth in Exhibit B, which shall include the basis for rates and charges. Compensation shall be billed monthly in summary form giving employees names and hours and expense data. Payment to CONSULTANT is due upon presentation of invoice to CLIENT and is to be made within thirty (30) days.

Article 7. Changes

The CLIENT may from time to time request changes in the scope of the services and the time of performance as set forth herein. Such changes, including any increase or decrease in the amount of compensation to the CONSULTANT, shall be mutually agreed upon by and between the parties hereto and shall be incorporated as written amendments to this Agreement.

Article 8. Extras

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price therefore have been authorized in writing in advance.

Article 9. Suspension of Work

CLIENT may suspend, in writing, all or a portion of the work under this Agreement if unforeseen circumstances beyond CLIENT's control make normal progress of the work impossible. CONSULTANT may request that the work be suspended by notifying CLIENT, in writing, of circumstances that are interfering with the normal progress of work. CONSULTANT may suspend work on Project in the event CLIENT does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted option to terminate work on the suspended portion of Project in accordance with Article 10.

Article 10. Termination of Work

CLIENT may terminate all or a portion of the work covered by this Agreement for its convenience. CLIENT or CONSULTANT may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) days prior, written notice to the other by certified mail with receipt for delivery returned to the sender.

In that event, all finished or unfinished documents and other materials shall, at the option of CLIENT, become its property. If requested by CLIENT, CONSULTANT shall perform such additional work as is necessary for the orderly filing of documents and closing of Project. The time spent on such additional work shall not exceed ten (10%) percent of the time expended on the Project prior to the effective date of termination. CONSULTANT shall be compensated for work on the Project, plus work required for filing and closing as described in this Article, either of which is performed up to the effective date of termination; provided, however, that CLIENT shall not be required to pay for work that is not done in substantial compliance with requirements of this contract and CONSULTANT shall be liable to CLIENT for any damages resulting from CONSULTANT'S breach of its obligations under this contract.

Article 11. Interest of the Consultant

The CONSULTANT hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work no person having any such interest shall be employed.

Article 12. Findings Confidential

No report, information, or other data given to or prepared or assembled by the CONSULTANT pursuant to this Agreement which the CLIENT has requested be kept confidential, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT.

Article 13. Subletting or Assignment

Neither of the parties hereto shall assign, sublet or transfer his interest in this Agreement or any portion thereof without the prior written consent of the other.

Article 14. Rights to and Disposition of Data

The term "subject data" as used herein includes all data, written materials, photographs, drawings or other information collected or created under this Agreement whether delivered under this Agreement or not. The term does not include financial records, accounting records or other information incidental to the administration of this Agreement. All subject data shall be retained by the CONSULTANT, in accordance with the terms of this Agreement, until disposition of such subject data shall have been determined in a manner mutually agreeable to the parties hereto. Subject data shall be available for study and utilization by the CLIENT so long as such subject data is in the possession of the CONSULTANT. Following termination or completion of the work pursuant to this Agreement, upon request, CONSULTANT will make all subject data available for CLIENT on CLIENT's premises and the CLIENT may duplicate, use and disclose in any manner and for any purpose whatsoever all subject data.

Article 15. Publications

It is agreed that either or both of the parties hereto may publish at any time, subject to the terms of this Agreement, the results of the work conducted hereunder, provided credit is given to the individuals and organizations who conducted and sponsored the work. A copy of each manuscript to be submitted for publication by either or the parties hereto shall be furnished to the other party prior to such submission for publication, and five (5) copies or reprints shall be furnished to the other party subsequent to publication. Articles or works reporting on the subject work hereunder or on portions thereof which are published by the CONSULTANT shall contain the forward, preface or footnote a statement to the effect that publication of the article or work does not necessarily indicate acceptance by the CLIENT of the findings, conclusions or recommendations either inferred or specifically expressed therein. Any reuse of documents by CLIENT for purposes other than those intended under this Agreement shall be of CLIENT's sole risk and CLIENT shall indemnify, defend and hold harmless CONSULTANT from any such reuse.

Article 16. Copyrights

Neither party shall claim any copyright protection for any reports, maps or other documents produced in whole or in part under this Agreement.

Article 17. Federal Requirements and Provisions

If applicable, Federal requirements and provisions are attached hereto as Exhibit D. CONSULTANT agrees to comply with such attached provisions.

Article 18. Insurance

During the life of this Agreement, CONSULTANT shall maintain the following minimum insurance:

- (1) Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The

following minimum limits are required: General Aggregate- \$1,000,000, Products/Completed Operations Aggregate- \$1,000,000, Personal & Advertising Injury Aggregate- \$1,000,000, Each Occurrence- \$500,000. "The Medford Water Commission and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured.

- (2) Commercial automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired autos. The combined single limit for bodily injury and property damage shall be not less than \$500,000. "The Medford Water Commission and its officers, employees and agents while acting within the scope of their duties as such" shall be named an additional Insured.
- (3) Statutory workers compensation and employers liability insurance as required by State law.
- (4) Professional liability insurance. The limit of liability shall be not less than \$500,000.

Coverages 1 and 2 shall be written on an occurrence basis not on a claims-made basis and satisfactory "tail" coverage shall be provided for coverage 4. CONSULTANT shall submit to CLIENT certificates of insurance for all policies listed above. The certificates shall provide that the insurance company give written notice to CLIENT at least ten (10) days prior to cancellation of or any material change in the policy.

Article 19. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Article 20. Indemnity and Compliance with Laws and Regulations

CONTRACTOR agrees that (s)he will hold CLIENT, its officers, employees and agents harmless from any claim, liability, damages or obligation arising from CONSULTANT's activities performed during the course of the work and will indemnify CLIENT for the amount of any obligation it may incur on account thereof or arising therefrom. Provided, however, that CONSULTANT shall not be required to indemnify CLIENT against liability for damage arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence of CLIENT, except to the extent that the death or bodily injury to persons or damage to property arises out of the fault of CONSULTANT or CONSULTANT's agents, representatives or subcontractors.

CONSULTANT shall at all times observe and comply with all federal and state laws and local ordinances and regulations, in any manner affecting the conduct of the work, including but not limited to, possession of a valid City of Medford business license.

Article 21. Integration

This Agreement represents the entire understanding of CLIENT and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered

except in writing signed by both parties.

Article 22. Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of litigation arising from this Agreement shall be in that state.

**** SIGNATURE PAGE FOLLOWS ****

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

CLIENT:

MEDFORD WATER COMMISSION _____

By: _____

Title: _____

CONSULTANT:

By: _____

Title: _____

CONSULTANT'S SIGNATURE WITNESSED BY:

/

Printed Name / Signed Name

Exhibit B

STATUTORY PUBLIC CONTRACT PROVISIONS

279C.505 Conditions concerning payment, contributions, liens, withholding and drug testing.

(1) CONTRACTOR shall:

(a) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor or material for the performance of the work provided for in this contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or subcontractor incurred in the performance of this contract.

(c) Not permit any lien or claim to be filed or prosecuted against COMMISSION on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(2) If a public improvement contract, CONTRACTOR shall demonstrate that an employee drug-testing program is in place.

279C.510 Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

(1) If a contract for demolition, CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost effective.

(2) If a contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with the public improvement contract as such claim becomes due, the proper officer or officers representing CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of such contract.

(2) Every public improvement contract shall contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The

rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract shall contain a clause or condition that, if the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) The payment of a claim in the manner authorized in this section shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

279C.520 Condition concerning hours of labor.

(1)(a) No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:

(A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) Persons employed under contracts for personal services as described in ORS 279C.100 shall be paid at least time and a half for all overtime work in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) N/A.

(5)(a) Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater.

(b) CONTRACTOR shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by

posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

279C.530 Condition concerning payment for medical care and providing workers' compensation.

(1) CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) All subject employers working under this contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126.

ORS 279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; fee; bond.

(1)(a) Except as provided in paragraph (d) of this subsection, the specifications for every contract for public works shall contain a provision stating the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rate may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency is required under paragraph (a) of this subsection to include the state and federal prevailing rates of wage in the specifications, the public agency also shall include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815(2)(c).

(c) Every contract and subcontract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C840.

(d) A public works project described in ORS 279C.800(6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for any contract for the public works shall include the applicable prevailing rate of wage.

(2) The specifications for every contract for public works between a public agency and a contractor shall contain a provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The contract shall contain a provision that the fee shall be paid to the commissioner under the administrative rule of the commissioner.

(3) The specifications for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9). Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

(a) To have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9).



Water Distribution System Facility Plan

July 2007



~~Zone 3 Pumping~~

~~Pumping into Zone 3 is provided by the Hillcrest Pump Station, located at the Hillcrest Reservoir. The firm capacity of the Hillcrest Pump Station is 1,490 gpm (2.1 mgd), as shown in Exhibit 8-5. To meet the buildout demands of 4,825 gpm (6.9 mgd), an additional 3,330 gpm (4.8 mgd) is needed. To meet the buildout demands, the Cherry Lane Pump Station 3 (Project PS-22) is recommended at the site of future Cherry Lane Reservoir 2.~~

~~Zone 4 Pumping~~

~~Zone 4 is served by the Angelerest Pump Station. It has a capacity of 1,200 gpm (1.7 mgd), as shown in Exhibit 8-6. An additional 500 gpm (0.7 mgd) is required to meet the buildout demands. To meet the buildout demands, Cherry Lane Pump Station 4 (Project PS-26) is recommended at the site of the future Cherry Lane Reservoir 3. This will be needed within the 20-year planning horizon, but is not an immediate need.~~

~~Zone 5 Pumping~~

~~Zone 5 is served by the Stardust Pump Station that has a firm capacity of 350 gpm (0.5 mgd). At buildout, the demand to be served through Pressure Zone 5 is 760 gpm (1.1 mgd). The Stardust Pump Station should be upgraded with larger pumps to meet the buildout demand (Project PS-23).~~

~~Zones 6-10 Pumping~~

~~Currently, there is no development in future Zones 6-10. As development begins, a closed end pump station can serve these areas until there are enough customers to warrant a reservoir (approximately 25 houses). Each closed end pump station should have two pumps that are each sized to meet the MDD of 391 gpm (0.6 mgd) for this zone, one smaller jockey pump, and a 1,000 gpm fire pump.~~

Control Station Evaluation and Improvements

There are currently three control stations (Martin, Conrad, and Rossanley), which provide the dual functions of reducing pressure during 'forward' mode periods and pumping during 'reverse' mode periods. Forward mode is defined as the operating scenario when water in the Reduced Pressure Zone is being supplied from Big Butte Springs. During such times, the pressure must be decreased as water flows from the Gravity Zone into the Reduced Pressure Zone to maintain pressures within acceptable levels. Reverse mode is defined as the operating scenario when the Duff WTP is operating and water must be pumped from the Reduced Pressure Zone to feed the Gravity Zone.

This subsection provides an evaluation of the pressure reducing and pumping capacity of the control stations with regard to future demands.

Control Stations: Pressure Reducing Capacity Analysis

Currently, the control stations are operated full time in forward mode for approximately eight months out of the year. As the system demand grows, this period will shorten. As winter demands approach the capacity of the Big Butte Springs, the Duff WTP will begin to

operate year around. According to the demand projections presented in this study, year around operation will occur by 2026. Until then, the pressure reducing capacity of the control stations must be able to meet the demand in the Reduced Pressure Zone as well as the demand from White City, Central Point, and Eagle Point.

For 2006, the total pressure reducing capacity of the control stations is 10,000 gpm. The water use that the control stations must serve in 2006 is 7,740 gpm, so there is only a slight excess of capacity for the existing system. In the future, additional pressure reducing capacity is required until the Duff WTP will be operated year-around and then the PRV function of the control stations is no longer needed for routine operations. The additional capacity that will be required through the control stations is 5,500 gpm. A summary of the pressure reducing capacity analysis for the control stations is shown in Exhibit 8-1. It is recommended to expand the Conrad and Rossanley control stations by 5,500 gpm by 2009 to meet the future demands (PRV-18).

Even when the control stations are no longer providing the reduced pressure function, when forward mode is no longer an operating mode, they will still provide a necessary function during emergency operations. They enable the storage provided in the Gravity Zone to provide an emergency supply to the Reduced Pressure Zone. This function is noted in the chapter on reservoir improvements.

A timeline for the pressure reducing expansion plan is shown in **Exhibit 8-8**. The timeline shows the projected growth in demand for the Reduced Pressure zone and the customer cities served through the Reduced Pressure zone with the projected years that expansion of the control stations is required to keep up with growth.

Pumping Capacity Analysis

The pumping capacity of the control stations must be able to meet the maximum day demand (MDD) for the Gravity and upper zones that is not provided by the BBS (26.4 mgd) during the time that the Duff WTP is in operation and the system is operated in reverse mode configuration.

To evaluate the required capacity, the total MDD for the Gravity Zone, all upper pressure zones, and customer cities that are served through the Gravity Zone was calculated. The 26.4 mgd flow from the BBS was included as a supply, and the remaining amount must be the capacity from the three control stations. In 2006, the firm pumping capacity of the pump stations is 13,500 gpm. The required pumping capacity is 5,640 gpm. This results in surplus capacity of 7,860 gpm. By 2026, the expected pumping need will have increased to 25,400 gpm, which results in a deficit of 11,900 gpm. Pumps can be added at the Martin (PS-19a), Rossanley (PS-19b), and Conrad (PS-24) control stations to meet this deficit. A summary of the control station pumping evaluation is provided in Exhibit 8-1.

A timeline for the control station's pumping expansion plan is shown in **Exhibit 8-9**. The timeline shows the projected growth in demand for the Gravity Zone and upper zones in the MWC system. The demand line includes the demands for MWC-cities served through the Gravity Zone (Phoenix, Talent, Ashland, and Jacksonville). The expansion plan shows the proposed timing for expansions to the control stations to maintain sufficient capacity to meet the MDD of the zones and customer cities served by the control stations. A near term

expansion of 12,700 gpm is planned (projects PS-19a, 19b, and PS-24). The next expansion is shown to occur in year 2027.

New Booster Pump Stations Evaluation

~~MWC has previously considered adding two new booster pump stations (booster stations) in the Reduced Pressure Zone to increase water pressure for the customers living in the southern portion of the zone. This improvement was further evaluated during the development of the present master plan.~~

~~The two new booster stations, which are to be located on properties owned by MWC at Four Corners and at Midway, would divide the Reduced Pressure Zone into two halves. The lower elevation, northern half, would continue to be fed through PRVs in the existing control stations during forward mode. This area would continue to be fed directly from the Duff WTP high service pump station during reverse mode. Booster pumps in the two new stations would lift water into the upper half of the Reduced Pressure Zone during this condition.~~

~~The benefit to be achieved by adding the two new booster stations is to increase pressures for customers living in the southern area of the Reduced Pressure Zone during reverse mode conditions. Presently, customers in this area use approximately 5 mgd (during a MDD period) and receive this water at a pressure range of approximately 35-45 psi, as described in Chapter 6. Although these pressures meet MWC's target minimum of 35 psi, they are relatively low compared the pressures provided throughout the remainder of the system. The installation of the new booster stations would increase pressures to 55-65 psi, about a 20 psi increase.~~

~~In addition to the cost of installing and operating the new booster stations, the other disadvantage is that it will complicate operations of the system. Their addition results in a system with three pump stations in series, the Duff WTP high service pump station, the new booster stations, and the three existing control stations. This should not be a major obstacle, but would require some SCADA programming to correctly balance operation of the three sets of pumps.~~

~~The two new booster stations have been included in MWC's CIP as presented in this facility plan report. They are planned for installation in 2016-17.~~

~~If MWC decides that just meeting the 35 psi minimum pressure standard is acceptable, the new booster stations are not necessary. As discussed in the Chapter 7, Pipeline Improvements, additional conveyance capacity is also needed from the Duff WTP to the Gravity Zone after 2026. If the two new booster stations are not provided in the future, the size of future transmission projects may need to be increased to compensate for the decrease in the applied head to the system. Increasing the transmission pipeline size will provide more benefit for the capital investment if it is decided that pressures in the 35-45 psi range are acceptable.~~

Exhibit 8-8. Expansion Plan for the Pressure Reducing Valve Capacity in the Martin, Conrad, and Rossanley Control Stations

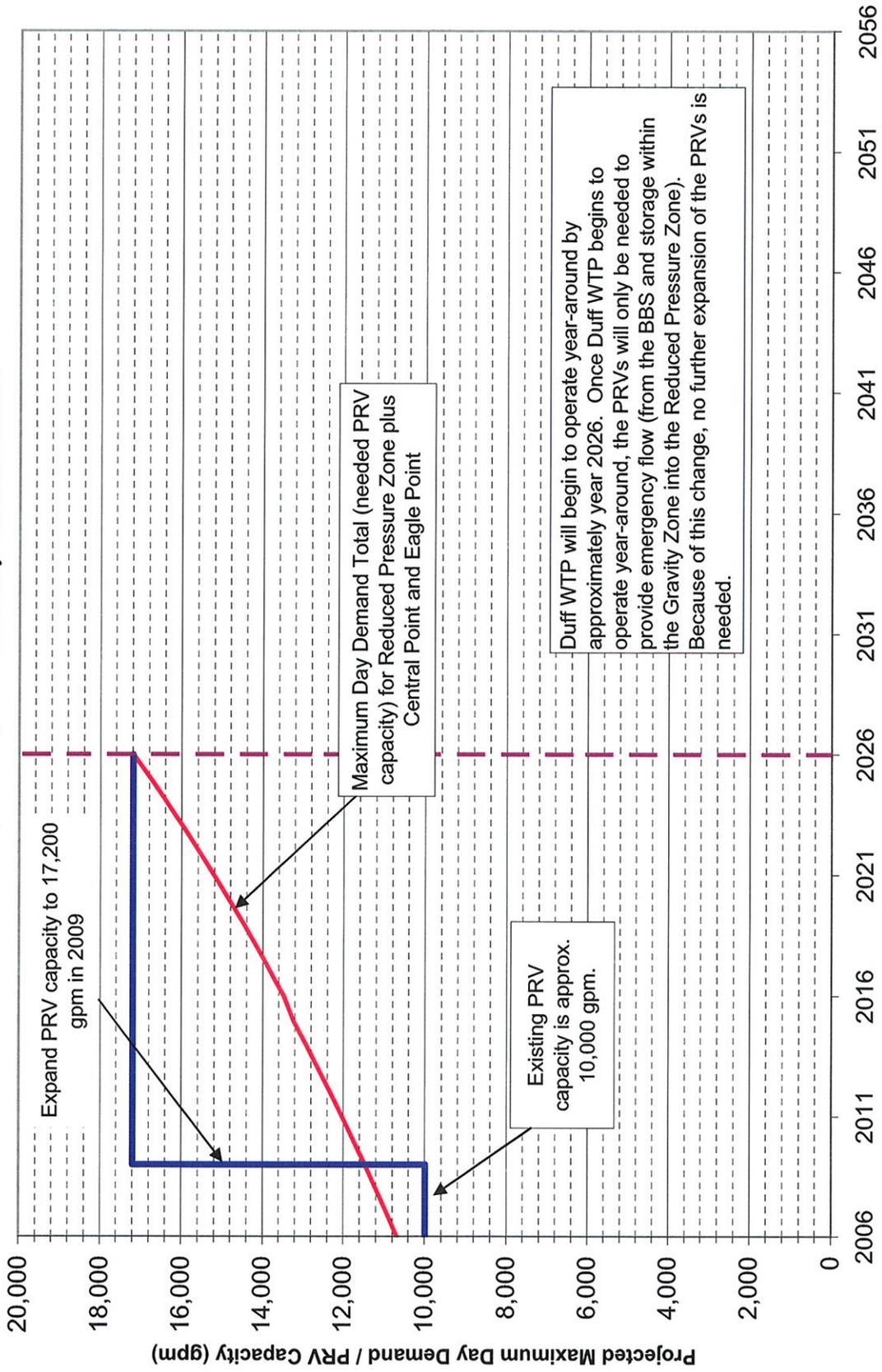


Exhibit 8-9. Expansion Plan for the Pumping Capacity of the Martin, Conrad, and Rossanley Control Stations

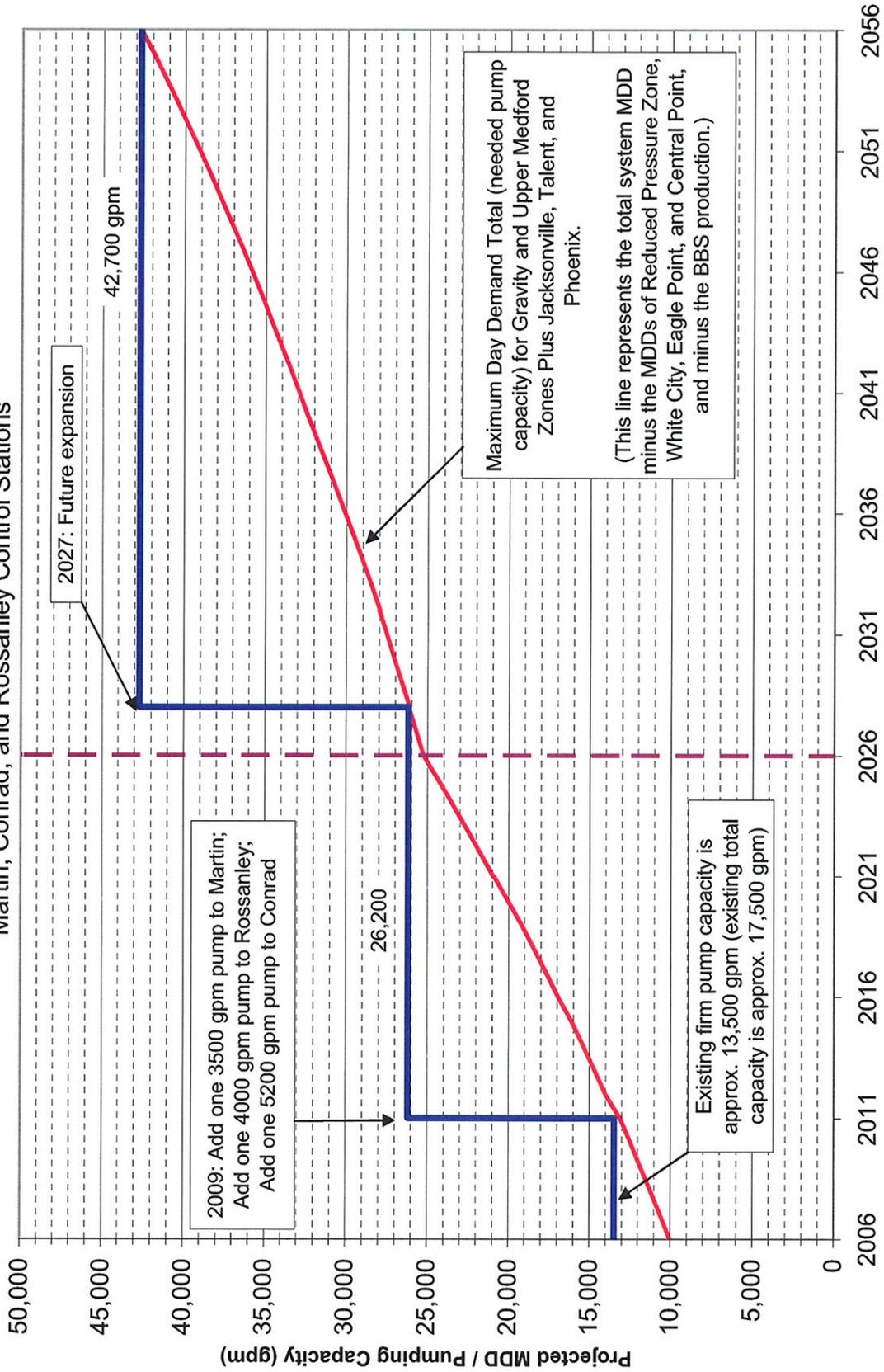


EXHIBIT 10-2
Medford Water Commission Distribution System Capital Improvements Plan: Control Stations

Project No	First Year of FY when Project Begins	First Year of FY when Project Ends	Project Title	Description and Purpose	Project Allocation		Cost Estimates (at Seattle Area ENR CCI = 8473)			Comments
					Capacity	Regulatory & Service Improvements	Construction Estimate	Allowances for Eng. Admin, Permitting (12 1/2%)	Total Capital Cost	
PRV-18	2008	2009	Control Station PRV upgrades	To increase flow capacity from Gravity into Reduced Pressure Zone (from BBS as Reduced Pressure Zone demands grow, and for meeting emergency storage needs in the Reduced Pressure Zone)	100%	0%	\$90,000	\$10,000	\$90,000	Expand combined PRV capacity of the three stations from 10,000 to 17,200 gpm.
PS-19a	2008	2009	Expansion of Martin Control Station pumping	To enable higher production from Duff WTP to be delivered to system while maintaining pressures within acceptable levels	100%	0%	\$162,000	\$20,000	\$182,000	Add third 3500 gpm pump to Martin Control Station
PS-19b	2008	2009	Expansion of Rossanley Control Station pumping	To enable higher production from Duff WTP to be delivered to system while maintaining pressures within acceptable levels	100%	0%	\$192,000	\$23,000	\$215,000	Add third 4000 gpm pump to Rossanley Control Station
PS-24	2008	2009	Expansion of pumping capacity at Conrad Control Station	To enable higher production from Duff WTP to be delivered to system while maintaining pressures within acceptable levels	100%	0%	\$212,000	\$26,000	\$238,000	Add 5200 gpm of capacity to Conrad Control Station
PS-20	2016	2017	New booster stations	Their primary function will be as booster pump stations, to maintain acceptable pressures throughout the Reduced Pressure Zone, particularly as production increases from Duff WTP. They will include PRVs to allow for emergency storage to serve lower portion of Reduced Pressure Zone. Install prior to completion of Duff WTP expansion.	50%	50%	\$3,686,000	\$444,000	\$4,140,000	Locate these new stations at Four Corners and Midway, on property owned by MMC. One station to have 3 pumps at 9000 gpm (one is spare) and second to have 2 pumps at 9000 gpm. Approx. 80 feet of head. Includes some PRV capacity for emergency flow to northern half of Reduced Pressure Zone
PS-30	2026	2027	Expand pumping capacity at control stations	To enable higher production from Duff WTP to be delivered to system while maintaining pressures within acceptable levels	100%	0%	\$1,150,000	\$138,000	\$1,288,000	Add 16,500 gpm of pumping capacity to Martin, Conrad, and Rossanley Control Stations to meet projected demand increases
Total							\$5,500,000	\$700,000	\$6,200,000	
Capacity Allocation Total							\$3,600,000	\$400,000	\$4,100,000	
Regulatory and Service Improvements Total							\$1,800,000	\$200,000	\$2,100,000	